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May 31, 2011

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#36 MAY 31, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



### BOARD OF SUPERVISORS

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The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **APPROVAL TO AMEND FIVE CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICE AGREEMENTS FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

Request approval to amend certified needle exchange program service agreements with five agencies to extend the term of the agreements through June 30, 2013.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to amend certified needle exchange program (NEP) service agreements (substantially similar to Exhibit I) with Asian American Drug Abuse Program (Contract Number PH-001103); Bienestar Human Services, Inc. (Contract Number PH-001102); Common Ground The Westside HIV Community Center (Contract Number PH-001104); Public Health Foundation Enterprises, Inc. representing Clean Needles Now (Contract Number PH-001110); and Tarzana Treatment Center, Inc. (Contract Number PH-001111), at an annual maximum obligation of \$100,000 per agreement, effective July 1, 2011 through June 30, 2013, 100 percent offset by Tobacco Master Settlement Agreement (TMSA) funds.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreements that allow for the rollover of unspent funds and/or redirection of funds, and/or provide an internal reallocation of funds between budgets, and/or an increase or a decrease in funding up to 10% above or below each term's annual base maximum obligation, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow DPH to extend the term of the five contracts, and effect amendments to the contracts if necessary, to continue to provide NEP services to injection drug users (IDU) residing within Los Angeles County (County), particularly in the following identified priority areas: the Antelope Valley, East Los Angeles, the San Fernando Valley, the San Gabriel Valley, the South Bay (excluding the City of Long Beach), and South Los Angeles. During the renewal term, DPH will initiate a solicitation process for these services.

The risk of contracting the Human Immunodeficiency Virus (HIV) and other blood borne pathogens, such as Hepatitis B and C, presents a serious threat to IDUs. Research shows that NEP is an effective method of intervention to prevent the spread of such bloodborne pathogens among IDUs and their sexual and needle sharing partners. NEPs provide controlled access to clean needles which helps to prevent further transmission of blood borne pathogens. In addition, NEPs serve as an important venue for providing the IDU population with information and referrals to other available medical and social services, including access to drug treatment services.

Under the proposed amendments, NEP services will continue to be provided at the following service locations: 1) a street-based site operating from an open-air street location (parking lot, alley, etc.) or from a mobile van during specific operating hours each week; 2) a contractor agency-based site; 3) a clinic-based site; and 4) a partner program-based site concurrently providing additional services including, but not limited to, street outreach and HIV or sexually transmitted disease prevention and risk reduction services. See Exhibit II.

## **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The total annual cost of the five amendments is \$500,000 (\$100,000 per agreement) for the two-year period of July 1, 2011 through June 30, 2013, 100 percent offset by TMSA funds.

Funding is included in DPH's fiscal year (FY) 2011-12 Proposed Budget and will be included in future FYs, as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 29, 2000, your Board instructed the Department of Health Services (DHS) to develop a plan to review procedures and certify the operation of NEPs located within the County. This action was taken in response to the public health crisis of increased transmission of HIV and hepatitis due to needle sharing among IDUs as well as the considerable number of published studies indicating

the efficacy of needle exchange as an effective risk reduction intervention.

On August 2, 2005, your Board approved the use of \$500,000 in TMSA funds, as allowed for health related projects, to support DHS' institution of a NEP certification process.

In 2006, DHS (now DPH) wrote and disseminated the County of Los Angeles Policies and Procedures for Certified Needle Exchange Programs Manual. This manual outlined the requirements a provider must meet in order to become a certified NEP provider including: 1) obtain local community and law enforcement approval to operate a NEP service site within the community; 2) limit distribution of needles to registered IDUs who participate in the agency's programs and maintain records of such distribution; 3) provide safe containers for needle disposal, as clean needles are exchanged for used needles on a one to one basis; and 4) develop procedures for handling accidental needle sticks. Certification is issued upon verification by DPH that a provider is in compliance with all requirements as outlined in the manual.

In September 2006, DPH issued a Request for Proposals (RFP) for agencies interested in providing certified NEP services in any area of the County where DPH determined such services did not exist or were inadequately provided. Although the City of Los Angeles had provided NEP services for a number of years within city limits, data indicated that there were a number of areas outside the city limits that could benefit from such services including the Antelope Valley (including unincorporated areas), East Los Angeles, the San Fernando Valley, the San Gabriel Valley, the South Bay, and South Los Angeles. Five agencies submitted proposals in response to the solicitation.

On March 13, 2007, your Board approved the award of certified NEP agreements with those five agencies effective on the date of execution through March 12, 2008, or a period of 12 months, whichever was greater, at a total cost of \$500,000, 100 percent offset by TMSA funds.

On June 10, 2008, your Board approved execution of amendments to extend the term of the five certified NEP agreements effective June 24, 2008, or the date of execution by both parties, through October 31, 2008, with provision for month-to-month automatic renewals through June 30, 2009.

On December 15, 2009, DPH released a Request for Application (RFA) which was limited to providers that had previously been certified to provide needle exchange services under DPH's Needle Exchange Certification program and had three or more years experience providing NEP services. All five agencies who met the qualifications submitted applications.

On March 9, 2010, your Board approved execution of new certified NEP agreements with the five agencies: Asian American Drug Abuse Program; Bienestar Human Services, Inc.; Public Health Foundation Enterprises, Inc. representing Clean Needles Now; Common Ground The Westside HIV Community Center; and Tarzana Treatment Center, Inc., effective upon execution through June 30, 2010.

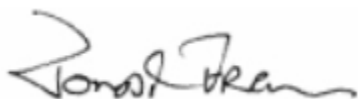
On June 28, 2010, your Board was notified of execution of Amendment Number 1 to the NEP agreements which extended the term through June 30, 2011.

County Counsel has approved Exhibit II as to form.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow for the continued provision of NEP services throughout the County, offering IDUs a clean needle alternative to prevent the transmission of blood borne diseases, including HIV and other blood borne pathogens (e.g., Hepatitis B and C).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JEF:ev:jr

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

EXHIBIT I

Contract Number: XXXXXX

**CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT**

**AMENDMENT NUMBER 2**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2011,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

XXXXXXXXXXXXXXXXX (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "CERTIFIED  
NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT," dated XXXXXXXX, and  
further identified as County Agreement No. PH-XXXXXX and any amendments thereto  
(together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend the term and  
revise the maximum obligation of the agreement and County's maximum obligation and  
Scope of Work of this Agreement and make other changes described in this Amendment;  
and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective July 1, 2011 through June 30, 2013.

2. On the effective date of this Amendment, Attachments B and C "Program Scope of Work" and **Schedules B and C** "Budget" shall be added to Agreement as attached hereto and incorporated herein by reference.

2. On the effective date of this Amendment, paragraph 2. DESCRIPTION OF SERVICES: A. shall be revised to read as follows:

"A. Contractor shall provide services in the manner and form as described in the body of this Agreement and Attachment B "Program Scope of Work, July 1, 2011 – June 30, 2012" and Attachment C "Program Scope of Work, July 1, 2012 – June 30, 2013" which are attached hereto and incorporated herein by reference.

3. On the effective date of this Amendment, paragraph 3, MAXIMUM OBLIGATION OF COUNTY shall be revised to read as follows:

Effective July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000) as set forth in Schedule xxx, attached hereto and incorporated herein by reference.

Effective July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000) as set forth in Schedule xxx, attached hereto and incorporated herein by reference, subject to the availability of funds.

4. On the effective date of this Amendment, paragraph 5. BILLING AND

PAYMENT: E. shall be revised to read as follows:

E. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

5. On the effective date of this Amendment, paragraph 11. GENERAL

PROVISIONS FOR ALL INSURANCE COVERAGES: A. shall be read as follows:

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain

complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health  
Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, California 90022  
Attention: Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of



County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health Services and contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division



## EXHIBIT II

<b>Los Angeles County Certified Needle Exchange Program Service Providers FY 2010-2011</b>	
<i><b>Provider Agency</b></i>	<i><b>Needle Exchange Program Modality and Site</b></i>
<b>Asian American Drug Abuse Program</b>	<ul style="list-style-type: none"> <li>• Clinic Based NEP (SPA 6): BAART Lynwood, 11315 Atlantic, Lynwood, CA 90262</li> <li>• Street Based NEP (SPA 6): Outreach Health Services - 439 W. Compton Ave., Compton, CA</li> <li>• Clinic-Based NEP (SPA 8) : Lawndale Mental and Health Services, 4023 Marine Ave. Lawndale, CA 90260</li> </ul>
<b>Bienestar Human Services, Inc.</b>	<ul style="list-style-type: none"> <li>• Agency-Based NEP (SPA 3 &amp;4): East Los Angeles Office, 5326 E. Beverly Blvd., 90022</li> </ul>
<b>Common Ground (The Westside HIV Community Center)</b>	<ul style="list-style-type: none"> <li>• Clinic-Based NEP (SPA 5): Inglewood Medical &amp; Mental Health, 4450 Century Blvd. Inglewood, CA 90304</li> <li>• Agency-Based NEP (SPA5): 2012 Lincoln Blvd., Santa Monica, CA 90405</li> </ul>
<b>Public Health Foundation Enterprises, Inc., representing Clean Needles Now</b>	<ul style="list-style-type: none"> <li>• Clinic-Based NEP (SPA 6): SPECTRUM Clinic, 1748 E. 120th Street, Watts CA 90059</li> </ul>
<b>Tarzana Treatment Centers, Inc.</b>	<ul style="list-style-type: none"> <li>• Street-Based NEP (SPA 2): 22127 Sierra Highway, Sylmar</li> <li>• Street-Based NEP (SPA 2) : 8400 Block of Canoga Ave., Canoga Park</li> <li>• Street-Based NEP (SPA 2): 12178 San Fernando Rd., Sylmar</li> </ul>